

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

KENNETH K. FAVRE

PLAINTIFF

VS.

CIVIL ACTION NO. 1:07cv55-LTS-RHW

ALLSTATE INSURANCE COMPANY, WELLS FARGO
HOME MORTGAGE, INC. AND JOHN DOES 1 THROUGH 10

DEFENDANTS

ALLSTATE INSURANCE COMPANY'S
STATEMENT OF ATTORNEYS' FEES AND COSTS
SUBMITTED PURSUANT TO COURT ORDER

Allstate Insurance Company, by and through counsel, and pursuant to the Court's January 8, 2010, Order, submits its statement of attorneys' fees and costs as follows:

1. On January 8, 2010, the Court granted Allstate's Motion to Enforce Settlement Agreement [Doc. No. 23] and ordered that Allstate submit documentation to support its claim for an award of the attorneys' fees and expenses incurred in bringing the motion. See Order [Doc. No. 32]

2. Counsel for Allstate has calculated some of the fees and expenses incurred to date as a result of the Plaintiff's breach of the settlement agreement and failure to satisfy the mortgage held by Wells Fargo thereby resulting in Allstate necessarily having to bring its Motion to Enforce Settlement Agreement.

3. Allstate has expended legal fees to date totaling \$3,887.00 (consisting of 21.40 hours by attorneys and 0.5 hours by paralegals) and expenses to date of \$181.98 (consisting of travel costs and PACER expenses) for a total of fees and expenses of \$4,068.98 to date directly associated with seeking to enforce the settlement agreement.

4. Attached as Exhibit "A" is a certification by the undersigned counsel for Allstate of the attorneys' fees and legal expenses incurred by Allstate in prosecution of Allstate's Motion to Enforce Settlement Agreement.

5. The documented expenses and fees are not all of the fees and expenses, of course, incurred by Allstate as to the litigation and the settlement, but the fees and expenses have been compacted into only those fees and expenses incurred by Allstate as to dealings with Mr. Favre's counsel and Wells Fargo's counsel, and as to pleadings filed in this matter in regard to enforcing the settlement agreement, such that Allstate is preserving and not waiving any aspects of the attorney-client privilege and the work-product doctrine protecting mental impressions and legal strategy.

6. Allstate respectfully emphasizes to the Court that this total is, as stated, only "to date", and Allstate respectfully refers the Court to Allstate's Motion for Reconsideration And/or Modification of Memorandum Opinion and Order on Allstate's Motion to Enforce Settlement Agreement being filed simultaneously with this pleading.

7. As set for in Allstate's Motion for Reconsideration and/or Modification of Memorandum Opinion and Order on Allstate's Motion to Enforce Settlement Agreement, Mr. Favre's failure to fulfill the settlement agreement is continuing and, thereby, will necessitate Allstate's continuing to incur fees and expenses.

WHEREFORE, THE ABOVE PREMISES CONSIDERED, Allstate requests this Court to provide Allstate the relief requested in the accompanying and simultaneously filed Motion for Reconsideration and/or Modification of Memorandum Opinion and Order on Motion to Enforce Settlement Agreement, and an award of past and future fees and expenses, and any other relief appropriate under the circumstances.

Respectfully submitted,

ALLSTATE INSURANCE COMPANY

By: s/William C. Griffin
WILLIAM C. GRIFFIN (MSB #5021)

OF COUNSEL:

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CERTIFICATE OF SERVICE

I do hereby certify that on January 22, 2010, I electronically filed the foregoing with the Clerk of the court using the ECF system which sent notification of such filing to the following:

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S/William C. Griffin
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